GUJARAT ENERGY

SECTION VI:
FORMS & FORMATS

Supply & Installation of Backup Appliances at PR & DR DC of GEL with Licenses for a period of 5 Years

e-TENDER ID- 354399

Form Reference	Description	Remarks
F-1	Bidder Information Form	To be filled and submitted by the Bidder online on eTendering portal.
F-2	Undertaking for unconditional acceptance of entire set of Tender Documents and Zero Deviation Confirmation.	To be filled and submitted by the Bidder online on eTendering portal.
F-3	Declaration of Other Criteria as mentioned in the BQC	To be filled and submitted by the Bidder online on eTendering portal. In case Bidder has any ongoing or Past Litigation/Arbitration Proceedings, then Bidder shall declare accordingly and attach/upload list of such Past as well as on-going Litigation/Arbitration Proceedings, which includes the case no., date & year of filing litigation, the litigating parties, the subject matter of litigation, order(s) passed in litigation, present status of litigation, and the value of claim.
F-4	Declaration of Relationship with GEL Employees	To be filled and submitted by the Bidder online on eTendering portal. In case any Partner/Director/Proprietor of Bidder Firm is/are Relative(s) of or have any financial or business transactions with any Employee(s) of Gujarat Energy Limited, the same shall be notified/declared by the Bidder. Further, in case such a conflict of interest arises post completion of tendering process or during the tenure of the Contract, the same shall be intimated to GEL.
Annexure – A	Bid Security (EMD) Proforma	This is required in case if Bidder wishes to submit Earnest Money Deposit (EMD) in the form of a Bank Guarantee. If so, it is to be submitted by the Bidder **in original hard copy as per the format provided under Annexure – B.** **Scanned copy of the same to be submitted online on eTendering portal.** Alternatively, Bidder can pay EMD through RTGS/ NEFT. GEL bank details has been provided under Section – I of tender documents. Refer clause 11.
Annexure – B	Proforma For Contract Performance Bank Guarantee	It is to be submitted **by the successful bidder(s) after award of Contract**, in the format as provided under **Annexure – B**.

Annexure – A
FORMAT FOR EARNEST MONEY DEPOSIT (EMD)
(If BIDDER opts to submit EMD in the form of a Bank Guarantee)

Tender No. :
Project :

To

Gujarat Energy Limited,
Gandhinagar

Bank Guarantee No.

Date

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at ..... India (hereinafter referred to as "the BIDDER") proposes to tender and offer in response to tender Ref. No. ------- for ------ (hereinafter called the "TENDER") issued by Gujarat Energy Limited (formerly known as Gujarat Gas Ltd.) a company incorporated under the Companies Act, 1956, having its registered office at Gujarat Energy Bhavan, Behind Udyog Bhavan, Sector- 11, Gandhinagar, Gujarat –382006 (hereinafter referred to as "GEL").

AND WHEREAS, in terms of the conditions as stipulated in the TENDER, the BIDDER is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by any bank in India acceptable to you as per the list of Banks provided in the TENDER, in your favour in accordance with the Tender Document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the BIDDER has approached us, ... for providing the BANK GUARANTEE.

AND WHEREAS at the request of the BIDDER and in consideration of the proposed TENDER to you, WE,.....having our Registered Office....., India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, ..., through our local office at ....., India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupees .....only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the BIDDER of any of the terms and conditions contained in the Tender and in the event of the BIDDER commits default or defaults in discharging any obligation in relation thereto under the TENDER or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the BIDDER of their obligations in terms of the TENDER.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the BIDDER has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the BIDDER after expiry of the relative guarantee period of the Tender and after the BIDDER had discharged all his obligations under the Tender provided always that the guarantee shall in no event remain in force after the day of .....without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the BIDDER till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the Tender or extend the validity of the offer or to postpone any time or from time to time any of your rights or powers against the BIDDER and either to enforce or forbear to enforce any of the terms and conditions of the

said Tender and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the BIDDER or any other forbearance, act or omission on your part of or any indulgence by you to the BIDDER or by any variation or modification of the Tender or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of ..... unless expressly agreed to by us in writing.

6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the BIDDER or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the BIDDER.

7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the BIDDER hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the BIDDER from time to time arising out of or in relation to the said Tender and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. The Bank Guarantee shall not be affected by any change in the constitution of the BIDDER or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your prior consent in writing.

13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the BIDDER.

14. Notwithstanding anything contained herein above;

i) Our liability under this Guarantee shall not exceed Rs..... (Rupees.....only);

ii) This Bank Guarantee shall be valid up to and including the date .....; and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager
Seal Address

GUJARAT ENERGY

Annexure – B

To be submitted by the Successful Bidder(s) after Contract Award

PROFORMA FOR CONTRACT PERFORMANCE BANK GURANTEE

(To be stamped in accordance with Stamp Act)

Ref No

Bank Guarantee No.

Dated

Gujarat Energy Limited
Gandhinagar

Dear Sir,

In consideration of Gujarat Energy Limited, incorporated under Company's Act 1956 having its registered office at Gujarat Energy Bhavan, Behind Udyog Bhavan, Sector- 11, Gandhinagar, Gujarat – 382010 and corporate office at Office No. 4 & 5, Ground Floor, IT Tower-2, Infocity, Gandhinagar 382 009, Gujarat (herein after referred to as "GEL" which expression shall unless repugnant to the context or meaning thereof include all its successors, Administrators, or meaning there of include all its successors, administrators, executors and assignees) having entered into a Contract / Purchase Order No. _____ dated _____ (herein after called the contract which express shall include all the amendments thereto) with M/s. _____ having its Head/ registered Office at _____ (herein after referred to as the Supplier / Contractors which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and assignees) shall furnish to GEL a Contract performance guarantee for Rs._____ for the satisfactory performance of the entire contract.

1. We_____ (Name and full address of the bank) registered under the laws of _____ having head / registered office at _____ (herein after referred to as "The bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and only permitted assignees) guarantee and undertake to pay immediately on first demand by GEL in writing, the monies to the extent of Rs._____(in figures) (Rs._____ in words_____) without any demur, reservation , contest or protest and/or without any reference to the Contractor(s)/ supplier any such demand made by GEL on the Bank by serving a written notice shall conclusive and biding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any court, tribunal, Arbitrator or any authority and / or any other matter of thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by GEL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor(s)/ Supplier and shall remain valid, binding and operative against the bank.

2. The Bank also agree that GEL at its option shall be entitled to Enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor(s)/ Supplier and notwithstanding any security or other guarantee that GEL may have in relation to Contractor(s)/ Supplier's liabilities.

3. The bank further agree that GEL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of their terms and conditions of the said contract or to extend time of the performance by the said contractor(s) / supplier from time to time or to postpone for any time or from time to time exercise of any of the powers vested in GEL against the said contractor(s)/supplier and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) / Supplier or for any forbearance, act or omission on the part of GEL or any indulgence by GEL to the said contractor(s) / Supplier or any such matter or thing whatsoever.

4. The bank further agree that the Guarantee herein taken for the performance of the contract and all dues of GEL under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till GEL discharges this guarantee in writing or till its date of expiry whichever is earlier.

5. This guarantee shall not be discharged by any change in our constitution, in the constitution of GEL or that of the Contractor(s)/ Supplier.

6. The bank also agrees that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts at Ahmedabad, India.

7. Notwithstanding anything contained herein above, our liability under this guarantee is limited to Rs._____(in figures) (Rs._____(in words) and our guarantee shall remain in force until it is discharged by GEL in writing or till its expiry date i.e._____(indicate the date of expiry of bank guarantee).

8. After the date of expiry i.e. _____this guarantee shall remain valid for further period of three months from the date of expiry i.e._____. The Bank agrees to honour any claim under this Guarantee within three months from the date of expiry of this guarantee i.e. upto_____ (mention date after three months after expiry).

9. The bank agrees to pay full or part amount under this bank guarantee immediately after submission of demand or claim or request letter from GEL at any branch of the bank within India.

In witness whereof, the bank through its authorised officer has set its hand and stamp on this _____ day of the _____ at _____.

(SIGNATURE)

Full name, Designation and Official address

(in legible letters)

with Bank Stamp

Attorney as per

Power of Attorney No.

Date: _____

Witness No. 1

_____

(Signature)

Full name and official

Address

(In legible letters)

Witness No. 2

_____

(Signature)

Full name and official

Address

(in legible letters)